

# BRACEWELL & GIULIANI

Texas  
New York  
Washington, DC  
Connecticut  
Dubai  
Kazakhstan  
London

Dale D. Smith  
Partner

713 221 1367 Office  
713 222 3210 Fax

dale.smith@bgllp.com

Bracewell & Giuliani LLP  
711 Louisiana Street  
Suite 2300  
Houston, Texas  
77002-2770

May 7, 2010

RECORDATION NO. 29297 FILED

Surface Transportation Board  
925 K Street, N.W.  
Suite 700  
Washington, D.C. 20423

MAY 13 '10 -12 4 7 PM

SURFACE TRANSPORTATION BOARD

Re: Recordation of Supplement to Security Agreement.

To whom it may concern:

I have enclosed two (2) originals of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. The document is a supplement (the "Supplement") to a security agreement dated as of March 29, 2007 (the "Security Agreement") between the Secured Party and Debtor described below, and is a primary document.

The names and addresses of the parties to the Security Agreement are as follows:

Secured Party:

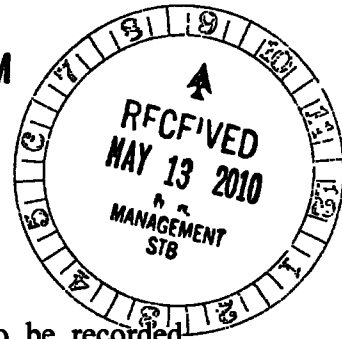
The Bank of New York, as Collateral Agent  
101 Barclay Street, Floor 8W  
New York, NY 10286  
Fax (212) 815-5074  
Attention: Corporate Trust Administration – Corporate Finance

Debtor:

Plum Point Energy Associates, LLC  
c/o Dynegy Inc.  
1000 Louisiana Street  
Suite 5800  
Houston, Texas 77002  
Fax (713) 767-6677  
Attention: PPEA Project Director

A description of the collateral covered by the Supplement is as follows:

(a) the aluminum outside stake rotary railcars more specifically described in Exhibit "A" attached to the Supplement (the "Railcars");



# BRACEWELL & GIULIANI

---

Surface Transportation Board  
May 7, 2010  
Page -2-

(b) all the Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith; and

(c) all products and proceeds of the foregoing.

A short summary of the Supplement to appear in the index is as follows:

Supplement dated as of April 19, 2010 and executed by Plum Point Energy Associates, LLC (the "Debtor") to that certain Security Agreement dated as March 29, 2007 by and between the Debtor and The Bank of New York (the "Collateral Agent"). The Supplement confirms that the following collateral was included as pledged collateral under the Security Agreement: (a) the railcars more specifically described in Exhibit A attached to the Supplement (the "Railcars"); (b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith; and (c) all products and proceeds of the foregoing.

A fee of \$41.00 is enclosed. Please return one (1) original to the undersigned after recording.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dale D. Smith', written in a cursive style.

Dale D. Smith

MAY 13 '10 -12 4 7 PM

## SUPPLEMENT TO SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

This Supplement to Security Agreement ("Supplement") dated as of April 29, 2010 is between Plum Point Energy Associates, LLC, a limited liability company formed and existing under the laws of the State of Delaware (the "Company"), and The Bank of New York Mellon (formerly The Bank of New York), in its capacity as Collateral Agent under the Security Agreement referenced below (in such capacity, the "Collateral Agent").

## RECITALS

WHEREAS, the Company entered into a Security Agreement dated as of March 29, 2007 between the Company and the Collateral Agent (the "Security Agreement") whereby it granted the Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), a security interest in and lien on the Pledged Collateral (as defined in the Security Agreement), which such security interest and lien encumbers all or substantially all of the Company's assets; and

WHEREAS, the Company is executing this Supplement to acknowledge that the security interest and lien created by the Security Agreement includes the collateral specified herein, and the Company hereby requests the Collateral Agent to execute this Supplement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and agreed, the Company and the Collateral Agent hereby agree as follows:

ARTICLE I  
ACKNOWLEDGEMENT OF PLEDGE

The Company hereby acknowledges that the lien and security interest granted pursuant to the Security Agreement in favor of the Collateral Agent, for the benefit of the Secured Parties, as security for the prompt and complete payment and performance when due, whether at stated maturity, by acceleration or otherwise, of all of the Secured Obligations (as defined in the Security Agreement), whether now existing or hereafter arising and howsoever evidenced, includes a lien on, and security interest in, the property described in Exhibit "A" to this Supplement and all proceeds and products thereof.

ARTICLE II.  
MISCELLANEOUS

1. Acknowledgment. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Company or any third party to the Collateral Agent or the Secured Parties under the Security Agreement.

2. Perfection. Company shall make or cause to be made all filings, and shall take or cause to be taken all other action, as shall be necessary to perfect and maintain the perfection of the lien and security interest granted pursuant to the Security Agreement in favor of the Collateral Agent, for the benefit of the Secured Parties, in the collateral specified herein.

3. Additional Documentation. From time to time, Company shall execute or procure and deliver to the Collateral Agent such other and further documents and instruments evidencing, securing or pertaining to this Supplement as shall be reasonably requested by Collateral Agent so as to evidence or effect the terms and provisions hereof.

4. Continued Effectiveness. Except as expressly modified by the Supplement, each of the terms and provisions of the Security Agreement are hereby ratified and confirmed and shall remain in full force and effect.

5. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK EXCLUDING CHOICE OF LAW PRINCIPLES OF SUCH LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

6. Binding Agreement. This Supplement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

7. Counterparts. This Supplement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be construed as one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed this Supplement as of the day and year first written above.

PLUM POINT ENERGY ASSOCIATES, LLC

By: [Signature]  
Name: Lynn A. Lednický  
Title: President

STATE OF TEXAS

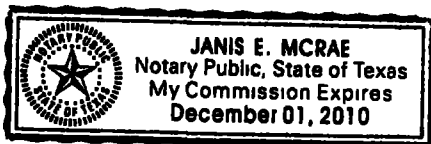
§  
§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 29<sup>th</sup> day of April, 2010 by Lynn A. Lednický the President of Plum Point Energy Associates, LLC, a Delaware limited liability company, on behalf of said limited liability company.

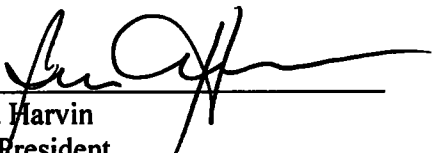
Witness my hand and Official Seal.




[Signature]  
Notary Public in and for the  
State of Texas

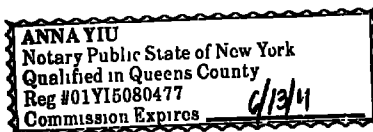
[SEAL]

THE BANK OF NEW YORK MELLON, as Collateral Agent

By:   
Name: Beata Harvin  
Title: Vice President

Subscribed and sworn to before me, this 19<sup>th</sup> day of April, 2010.

  
Notary Public  
State of New York



My Commission expires: \_\_\_\_\_

## Exhibit A

### I. Aluminum Outside Stake Rotary Railcars

Seller	Date Purchased	Description	Number of Units	Marks	Car Numbers
FreightCar America, Inc	9/10/2009	Aluminum BethGon II Cars	11	PPEX	1000-1010
FreightCar America, Inc	10/07/2009	Aluminum BethGon II Cars	6	PPEX	1159-1164
FreightCar America, Inc.	9/25/2009	Aluminum BethGon II Cars	79	PPEX	1020-1098
FreightCar America, Inc.	10/21/2009	Aluminum BethGon II Cars	78	PPEX	1175-1252
FreightCar America, Inc.	11/03/2009	Aluminum BethGon II Cars	78	PPEX	1310-1387
FreightCar America, Inc.	11/18/2009	Aluminum BethGon II Cars	77	PPEX	1445-1521
FreightCar America, Inc.	12/09/2009	Aluminum BethGon II Cars	77	PPEX	1580-1656

- II. All of right title and interest of Plum Point Energy Associates, LLC to all tangible personal property incorporated into the railcars listed in Part I of this Exhibit A (the "Railcars") or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith; and
- III. All products and proceeds of the Railcars and the collateral described in Part II of this Exhibit A.